Rocal

ENDURANCE DOOR GUARANTEE

1. In so far as the terms of this guarantee are inconsistent with the Company's standard terms and conditions of sale the provisions of this guarantee shall prevail.

2. The Customer must notify the Company in writing of the nature of the alleged defect and adhere to the company product return procedure.

3. The Company's customer complaint and returns procedure, a copy of which is available on request from the company, must be followed at all times.

4. The Company shall investigate any claim made under this guarantee for defective material or workmanship and shall be afforded reasonable access to the product in question and in doing so the Company shall be acting as an expert and not as an arbitrator and the decision of the company as to whether there is any such defect will be final and binding on the Customer, save in the case of manifest error.

5. The Company shall be under no liability in respect of any defect in its products rising from any drawing design or specification supplied by the Customer.

6. The Company shall be under no liability in effect of any defect arising from willful damage, negligence, abnormal working conditions, incorrect fitting by the Customer or any third party other than the Company, failure to follow the Company's instructions, (whether oral or in writing) misuse or alteration or repair of the product without the Company's approval. The Customer shall ensure that all or any instructions, warning labels or recommendations of the Company are incorporated in any contract made between the Customer and a third party whereby the Customer sells on the products guaranteed hereunder and failure to incorporate such provision shall invalidate this guarantee.

7. Where any valid claim is determined by the Company pursuant to the provisions of clause 4 herein in respect of the product and is based on any defect in the quality or condition of the product or its failure to meet specification the Customer shall be entitled, at its option, to have the product originally supplied repaired, or to have the original product replaced with an identical or similar product or to receive a credit note for the price paid by the customer for the product.

8. The Customer (or any customer of the Customer) shall ensure that all products supplied are adequately maintained in accordance with all or any specifications or recommendations issued by the Company. The product must not be cleaned with the use of any solvent based or abrasive chemical. It is a condition of this guarantee that the provisions of this clause will be repeated in any contract made between the Customer and its customer.

9. The Company shall be under no liability whatsoever pursuant to the terms of this guarantee if the total price for the product has not been paid by the due date for payment.

10. Save for the Company's potential liability referred to in clause 7 above the Company shall have no further liability to the Customer and shall not be liable (save for death or personal injury) for any consequential loss or damage or expense, whether for loss of profit or otherwise, or any other claims for consequential compensation whatsoever and howsoever arising (and whether caused by the negligence of the Company its employees agents or otherwise) which arises out of or in connection with the supply of the product or its use or resale by the Customer.

11. For the avoidance of doubt this 10-year guarantee shall not apply to any of the Company's products save the Endurance door leaf.

12. The benefit of this Guarantee is personal to the Customer and may not be assigned to any third party.

13. This guarantee shall be governed by and construed in all respects in accordance with English Law.